

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Chief John George/693-8320
Prepared by: Nina B. Valdez

SUBJECT: Resolution

AFFECTED DISTRICT: District 3

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN ALPINE WOODS CONDOMINIUM ASSOCIATION AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

REPORT IN BRIEF: Alpine Woods Condominium Association, would like to enter into an agreement with the Town of Davie Police Department, wherein the owner/association specifically grants the Town power and authority to enforce traffic control on the property of the owner/association, which is required by law to enable enforcement of traffic laws on private roadways and streets within this community.

PREVIOUS ACTIONS: N/A

CONCURRENCES: N/A

FISCAL IMPACT:

Has request been budgeted: N/A

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution

Agreement for Traffic Control (signed by Alpine Woods Condominium Association)

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN ALPINE WOODS CODOMINIUM ASSOCIATION AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

WHEREAS, Alpine Woods Condominium Association and the Davie Police Department would like to enter into an "Agreement for Traffic Control" and

WHEREAS, Alpine Woods Condominium Association has the authority to sign said agreements, and has done so; and

WHEREAS, the Davie Police Department requests the Mayor add his signature to said Agreement;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor to execute the "Agreements for Traffic Control," attached hereto as Exhibit A.

SECTION 1. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ day of _____, 2005

MAYOR/COUNCIL MEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____ 2005

DAVIE POLICE DEPARTMENT

1230 South Nob Hill Road
Davie, FL 33324
(954) 693-8200
FAX (954) 693-8399 (Road Patrol)

AUTHORITY TO ENTER PREMISES AGREEMENT

Alpine Woods Condominium Association, a Florida Corporation,
(Name of Corporation)

located at 8530 Old Country Manor, Davie, Florida, hereby
(Address & Phone No. are required)

authorizes the Town of Davie Police to enter the below described property, located in the Town of Davie, Broward County, Florida, without limitations or restrictions and at their discretion to enforce municipal traffic laws, criminal state statutes and municipal ordinances and perform any and all police-related activity.

LEGAL DESCRIPTION OF PROPERTY

(See example - "Exhibit A" attached)

Alpine Woods Condo, expressly understands and
(Name of Corporation)

agrees that since the above-described property is privately owned, the Town of Davie Police Department may choose not to conduct routine patrol upon said

property nor accepts the obligation to conduct routine police-related activities on said property.

The Town of Davie Police may arrest, at its discretion, those person(s) believed to be trespassing or committing other criminal violations on said property. Upon an arrest for a criminal violation, Alpine Woods Condo. agrees to assist in the criminal prosecution of said offender.

Alpine Woods Condo. hereby agrees to communicate the terms and conditions of this agreement to any and all parties present on the above-described property by reason of lease, rental, assignment, contract, invitation, employments, etc.

Alpine Woods Condo. further agrees to notify the Town of Davie through the Chief of Police for the Town of Davie Police Department ninety (90) days prior to the sale, transfer or assignment of the property or any portion thereof. This notification must be accomplished through United States Mail, certified, return receipt requested.

Alpine Woods Condo agrees to indemnify and hold the Town of Davie, its employees, assigns and agents, the Town of Davie Police Department, its officers, employees, agents and assigns, and Police Chief John A. George, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or loss to property caused by or arising from an arrest(s) or other lawful action(s) effectuated by members of the Town of Davie Police Department.

Nothing in this agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.

Alpine Woods Condo. expressly understands and agrees that nothing contained herein is intended or should be construed in any way as creating or establishing the duty or obligation of the Town of Davie to provide security or protection to the above-described property. Alpine Woods Condo further understands and agrees that nothing contained herein is intended or should be construed in any way to obligate the Town of Davie Police Department to perform routine patrol or other police-related functions on or about the above-described property.

The Town of Davie's presence on, or use of the premises, does not in any way create or establish in favor of Alpine Woods Condo. a level of prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the State greater than the Town of Davie owes to the general public.

Either party to this agreement may terminate this agreement at will providing that sixty (60) days written notice establishing such intent is served upon the other party by certified mail, return receipt requested.

STATE OF FLORIDA
COUNTY OF BROWARD

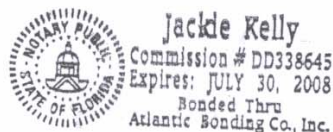
[Signature]
President

The foregoing instrument was acknowledged before me this 28 day of June 2005 by Goldie Riston of _____ who is personally known to me, or who has produced _____ as identification, and who did/did not take an oath.

[Signature]
NOTARY PUBLIC, State of Florida

Type, Stamp, Print Name

MY COMMISSION EXPIRES:



AGREEMENT FOR TRAFFIC CONTROL

The Town of Davie, Florida, a municipal corporation of the State of Florida, (hereinafter referred to as the "Town"), and Alpine Woods Condominium (hereinafter referred to as the "Owner"), agree on this 20 day of June, 2005, to enter into the following Traffic Jurisdiction Agreement.

WHEREAS, the Owner currently holds legal title to that parcel of real property which is the subject of this Agreement, as more particularly described on Exhibit "A" attached hereto (the "Property" or "Common Areas"); and

WHEREAS, the Town, its duly appointed officers, employees and agents, recognizes that it has full power and jurisdiction to enforce all laws of the nation, state, county and city, duly enacted, excluding those traffic control and enforcement of same on the private property of Owner; and

WHEREAS, the Owner wishes to specifically grant the Town the power and authority to enforce traffic control on the Property and to grant an easement for ingress and egress for said purpose; and

WHEREAS, pursuant to Florida Statutes §316.006(2)(b), Owner wishes to have the Town exercise jurisdiction for traffic regulation over a private or limited access road or roads (the "Roads"), owned or maintained by Owner upon the property.

WITNESSETH

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Owner agrees that the Town shall have jurisdiction to enforce state, county and city traffic regulations over any Roads within the private property.
3. The Town hereby agrees to exercise jurisdiction for traffic control purposes over any Roads within the private property.
4. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.
5. The Owner, in further consideration for the above stated commitments of the Town, does hereby declare, establish, provide, give and grant to the Town, its successors, administrators and assigns, a non-exclusive easement for ingress and egress over the

private property for the purpose of providing traffic control.

6. The Owner agrees to indemnify and hold the Town of Davie, its officers and elected officials, its employees, assigns and agents, the Town of Davie Police Department, its employees, agents and assigns, and the Police Chief, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or damage to property caused by or arising from any lawful action(s) effectuated by members of the Town of Davie authorized by this Agreement. Nothing in this Agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statute §768.28.
7. The Owner agrees to reimburse the Town of Davie for any actual costs of traffic control and enforcement necessitated by this Agreement over and above the normal costs of traffic control and enforcement typically incurred by the Town of Davie in exercising such control over all streets and highways located within its boundaries, such as additional costs related to signage conforming with state law.
8. Any notices required under this Agreement shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the Town or the Owner, as the case may be, at the address set below for each such party, or to such other address as any party may, from time to time, specify by written notice to all other parties.
9. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.
10. The Owner expressly understands and agrees that nothing contained herein is intended or should be construed as creating or establishing a duty or obligation of the Town to provide traffic jurisdiction to the private property. The Town's presence on, or use of the premises, does not in any way create or establish in favor of Owner a level of prevention or the enforcement of traffic laws greater than the Town owes to the general public.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals for the purposes herein expressed on the day and year first above written.

WITNESSES:

THE TOWN OF DAVIE, FLORIDA

_____ BY: _____ Signature

TITLE:

Print Name

ADDRESS:

Signature

Print Name

ATTESTED BY:

TOWN ATTORNEY

Approved as to form and legality for the use and reliance of the Town of Davie, Florida, only

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____, of the Town of Davie, Florida, a municipal corporation of the State of Florida, who is _____ personally known to me, or who has produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC, State of Florida

Type, Stamp, Print Name

MY COMMISSION EXPIRES:

WITNESSES:

Jackie Kelly
Signature

Jackie Kelly
Print Name

Susan Taylor
Signature

SUSAN TAYLOR
Print Name

OWNER::

BY: Al. Ruston

ADDRESS: 8506 Old Country Man
Davie Fl. 33328

PHONE: 954-214-9379

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20 day of July, 2005
by Al. Ruston of Alpine Woods Condo Assoc., who is
personally known to me, or who has produced _____ as identification, and
who did/did not take an oath.

Jackie Kelly
NOTARY PUBLIC, State of Florida
Jackie Kelly
Commission # DD338645
Expires: JULY 30, 2008
Type, Stamp, Seal Notarized Thru
Atlantic Bonding Co., Inc.

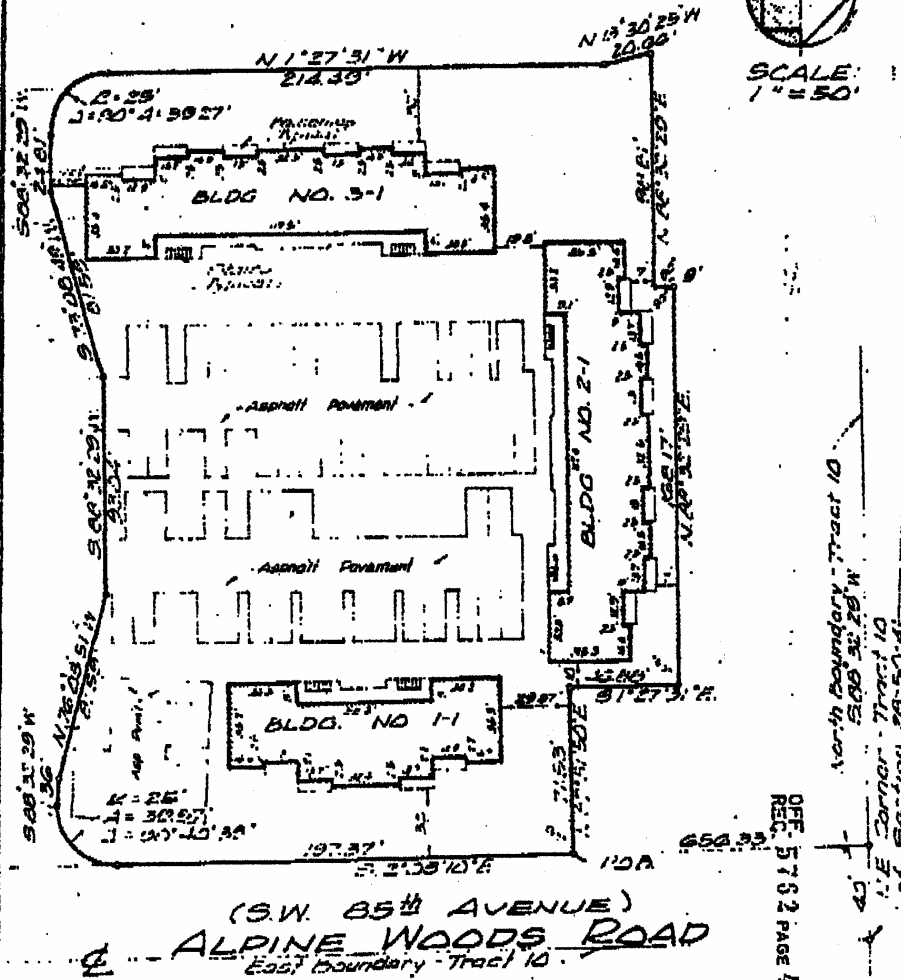
MY COMMISSION EXPIRES:

SURVEY FOR:

ALPINE WOODS CONDOMINIUM VILLA NO. 1



SCALE:
1" = 50'



TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED:

I, MAURICE E. BERRY II hereby certify that I have made a recent survey of the above described property as indicated, and that there are no above-ground encroachments except as shown. I further certify that the survey represented hereon meets the requirements of the Florida Land Title Association and that this plat is true and correct.

Dated at Hollywood, Broward County, Florida, this 2nd day of May, A.D. 19...

M. E. BERRY II
Surveyor
Broward County, Florida

Maurice E. Berry II
MAURICE E. BERRY II
Broward County, Florida
STATE OF FLORIDA

EXHIBIT D - SURVEY

ALPINE WOODS CONDOMINIUM VILLA NO. 1

DESCRIPTION

A portion of Tract 10 of John W. Newman's Subdivision of Section 28, Township 50 South, Range 41 East, according to the plat thereof recorded in Plat Book 2, page 26, of the public records of Dade County, Florida, described as follows:

From the NE corner of said Tract 10, run S.88°32'29"W. along the north boundary of Tract 10 a distance of 40 feet; thence, S.2°08'10"E. parallel with the east boundary of Tract 10 a distance of 656.33 feet to the Point of Beginning; thence, continue S.2°08'10"E. 197.37 feet to a point of curvature; thence, northwesterly along a curve to the right having a radius of 25 feet and a central angle of 90°40'39" an arc distance of 39.57 feet to a point of tangency; thence, S.88°32'29"W. 11.36 feet; thence, N.76°03'51"W. 81.59 feet; thence, S.88°32'29"W. 93.04 feet; thence, S.73°08'49"W. 81.59 feet; thence, S.88°32'29"W. 24.81 feet to a point of curvature; thence, northwesterly along a curve to the right having a radius of 25 feet and a central angle of 90° an arc distance of 39.27 feet to a point of tangency; thence, N.1°27'31"W. 214.49 feet; thence, N.13°30'25"W. 20.66 feet; thence, N.88°32'29"E. 98.81 feet; thence, N.1°27'31"W. 9 feet; thence, N.88°32'29"E. 168.17 feet; thence, S.1°27'31"E. 46.88 feet; thence, N.87°51'50"E. 71.53 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida, and containing 1.882 acres.

REC. 57 57 PAGE 4 918

EXHIBIT D - DESCRIPTION

ALPINE WOODS CONDOMINIUM VILLA NO. 2

A portion of Tract 10 of John W. Newman's Subdivision of Section 28, Township 50 South, Range 41 East, according to the plat thereof recorded in Plat Book 2, page 28, of the public records of Dade County, Florida, described as follows:

From the NE corner of said Tract 10, run S.88°32'29"W. along the north boundary of Tract 10 a distance of 40 feet; thence, S.2°08'10"E. parallel with the east boundary of Tract 10 a distance of 334.92 feet to the Point of Beginning; thence, continue S.2°08'10"E. 201.41 feet; thence, S.87°31'50"W. 88.67 feet; thence, N.2°08'10"W. 15.65 feet; thence, S.88°32'29"W. 203.10 feet; thence, S.1°27'31"E. 10 feet; thence, S.88°32'29"W. 62.87 feet; thence, N.1°27'31"W. 72.91 feet; thence, N.11°16'40"W. 32.77 feet; thence, N.1°27'31"W. 78.43 feet to a point of curvature; thence, northeasterly along a curve to the right having a radius of 25 feet and a central angle of 90° an arc distance of 39.27 feet to a point of tangency; thence, N.88°32'29"E. 251.07 feet; thence, S.84°53'31"E. 61.43 feet to a point of curvature; thence, southeasterly along a curve to the right having a radius of 25 feet and a central angle of 82°45'21" an arc distance of 36.11 feet to a point of tangency and the point of beginning.

Said lands lying in Broward County, Florida, and containing 1.817 acres.

SP 5721 101 494

EXHIBIT D - DESCRIPTION

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ALPINE WOODS CONDOMINIUM VILLA NO. 3

A portion of Tract 10 of John V. Newman's Subdivision of Section 28, Township 30 South, Range 41 East, according to the plat thereof recorded in Plat Book 2, page 26, of the public records of Dade County, Florida, described as follows:

From the NE corner of said Tract 10, run S.88°32'29"W. along the north boundary of Tract 10 a distance of 40 feet to the point of beginning; thence, S.2°08'10"E. parallel with the east boundary of Tract 10 a distance of 259.32 feet to a point of curvature; thence, on a curve to the right having a radius of 25 feet and a central angle of 97°14'39" an arc distance of 42.43 feet to a point of tangency; thence, N.84°33'31"W. 53.35 feet; thence, S.88°32'29"W. 252.50 feet to a point of curvature; thence, on a curve to the left having a radius of 50 feet and a central angle of 30°55'34" an arc distance of 27.00 feet; thence, N.1°27'31"W. 285.45 feet to the north boundary of Tract 10; thence, N.88°32'29"E. along said north boundary 356.00 feet to the Point of Beginning.

Said lands lying in Broward County, Florida, and containing 2.29117 acres.

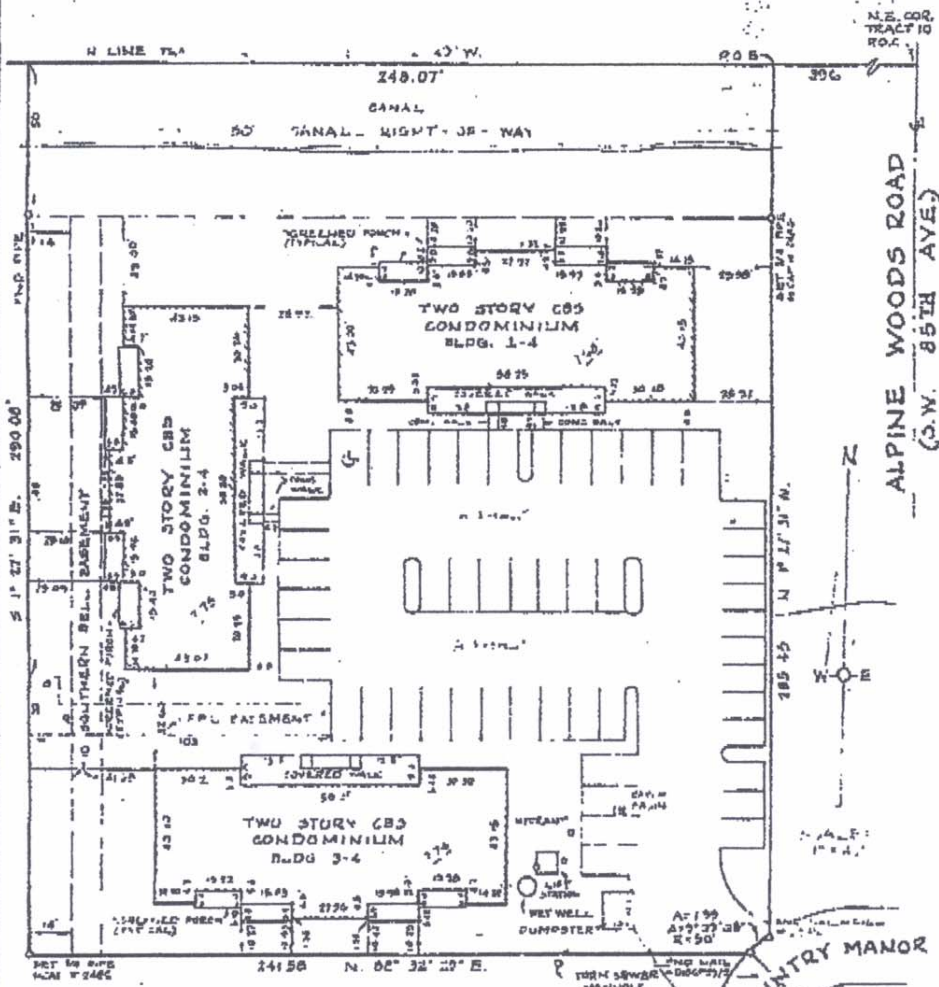
EXHIBIT D - Page 2

OFF. 5937 page 201

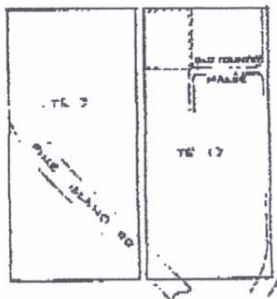
EXHIBIT D - DESCRIPTION

PAGE 201

ALPINE WOODS CONDOMINIUM VILLA NO. 4



LOCATION MAP
TRACT 10
S.E. 1/4-50-41



NOTE:
ELEVATIONS ARE RELATIVE TO NATIONAL
GEODETIC VERTICAL DATUM OF 1929, ARE
SHOWN TO .5' AND ARE BASED ON
COUNTY BENCHMARKS.
SEE ATTACHED SHEET FOR WATER MAIN
LAYOUT.

PREPARED BY
R.P. LEGG & ASSOCIATES, INC.
LAND SURVEYORS
8120 PASADENA BLVD.
PEMBROKE PINES, FLORIDA

EXHIBIT D-SHEET 1 OF 10
SURVEY

NET 11807 RUC 403

ALPINE WOODS CONDOMINIUM VILLA NO. 4

DESCRIPTION: A portion of Tract 10, at "JOHN W. NEWMAN'S SURVEY" of Section 28, Township 30 South, Range 41 East as recorded in Plat Book 2, Page 26 of the Public Records of Dade County, Florida, described as follows:

Commencing at the Northeast corner of said Tract 10, run South $88^{\circ} 32' 29''$ West along the North line of Tract 10 a distance of 396.00 feet to the Point of Beginning; thence continue South $88^{\circ} 32' 29''$ West a distance of 248.07 feet; thence South $1^{\circ} 27' 31''$ East a distance of 290.08 feet; thence North $88^{\circ} 32' 29''$ East a distance of 241.58 feet to a point on a non-tangent curve whose center bears South $41^{\circ} 33' 10''$ East from said point; thence Northeasterly along a 50-foot radius curve to the right through a central angle of $9^{\circ} 09' 05''$, an arc distance of 7.99 feet; thence North $1^{\circ} 27' 31''$ West on a non-tangent line a distance of 289.45 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida, and containing 1.652 acres, more or less.

SURVEYOR'S CERTIFICATE:

I hereby certify that the attached survey notes and plans marked Exhibit 'D' of ALPINE WOODS CONDOMINIUM VILLA NO. 4 are correct and that the construction of the improvements described is substantially complete as noted, so that such material, together with the wording of the Declaration of Condominium of ALPINE WOODS CONDOMINIUM VILLA NO. 4 relating to matters of survey, are a correct representation of the location and dimensions of the improvements described and further that with such material there can be determined therefrom the location, location and dimensions of the common elements, the limited common elements and each Condominium Unit.

Dated this 18th day of February, 1974.

JAMES A. STONE, JR.
Professional Land Surveyor
State of Florida Registration No. 2044

Not valid unless sealed with an embossed surveyor's seal.

11607ME464

PREPARED BY
R.P. LEGG & ASSOCIATES, INC.
LAND SURVEYORS
8120 PASADENA BLVD.
PEMBROKE PINES, FLORIDA 33024

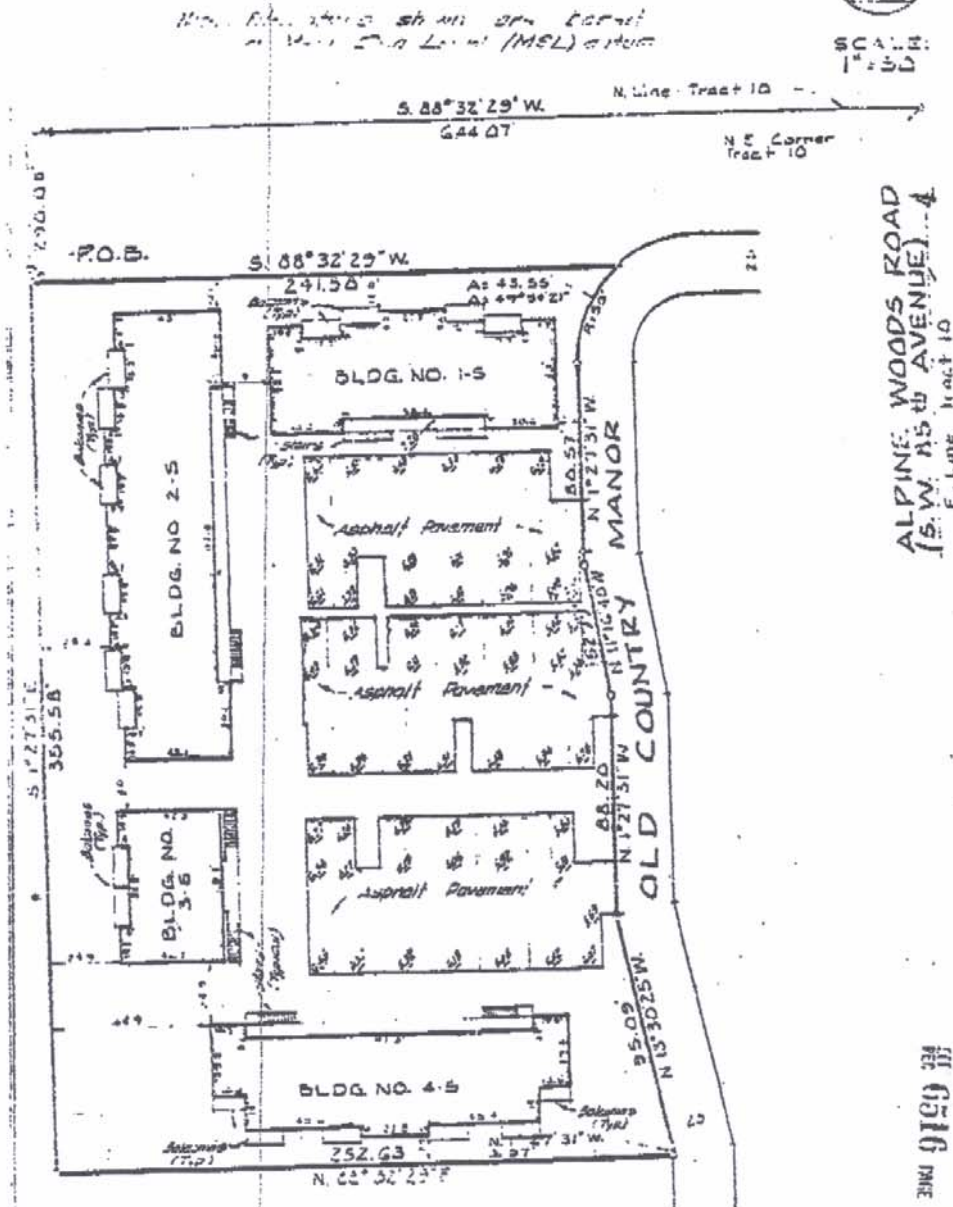
EXHIBIT D - SHEET 2 OF 10
DESCRIPTION & CERTIFICATE

Job No.

SURVY FOR: ALPINE WOODS CONDOMINIUM
VILLA No. 5



SCALE:
1"=50'



ALPINE WOODS ROAD
(S.W. 15th AVENUE) - 4
E. Line Tract 10

REC 6716 PAGE 65

TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED:

I, MAURICE E. BERRY II, hereby certify that I have made a recent survey of the above described property as indicated, and that there are no above-ground encroachments except as shown. I further certify that the survey represented herein meets the requirements of the Florida Land Title Association and that this plat is true and correct.

Dated at Hollywood, Broward County, Florida, this 1st day of February, 1972.

M. E. BERRY & ASSOCIATES
SURVEYORS

Maurice E. Berry II
MAURICE E. BERRY II

Legal Description of Street known as
"Old Country Manor"

A portion of Tract 10 of John W. Newman's Subdivision of Section 28, Township 30 South, Range 41 East, according to the plat thereof, recorded in Plat Book 2, page 26 of the public records of Dade County, Florida, described as follows:

From the NE corner of said Tract 10, run S. 88° 32' 29" W. along the north boundary of Tract 10 a distance of 40 feet; thence, S. 2° 08' 10" E. parallel with the east boundary of Tract 10 a distance of 259.32 feet to a point of curvature and the Point of Beginning; thence, southwesterly along a curve to the right having a radius of 25 feet and a central angle of 97° 14' 39" an arc distance of 42.43 feet to a point of tangency; thence, N. 84° 53' 31" W. 53.35 feet; thence, S. 88° 32' 29" W. 252.90 feet to a point of curvature; thence, southwesterly along a curve to the left having a radius of 50 feet and a central angle of 90° an arc distance of 78.54 feet to a point of tangency; thence, S. 1° 27' 31" E. 80.57 feet; thence, S. 11° 15' 40" E. 52.77 feet; thence, S. 1° 27' 31" E. 88.20 feet; thence, S. 13° 30' 25" E. 95.09 feet; thence, S. 1° 27' 31" E. 211.85 feet to a point of curvature; thence, southeasterly along a curve to the left having a radius of 50 feet and a central angle of 90° an arc distance of 78.54 feet to a point of tangency; thence, N. 88° 32' 29" E. 28.19 feet; thence, N. 76° 03' 51" E. 81.59 feet; thence, N. 88° 32' 29" E. 86.28 feet; thence, S. 76° 03' 51" E. 81.59 feet; thence, N. 88° 32' 29" E. 15.63 feet to a point of curvature; thence, southeasterly along a curve to the right having a radius of 25 feet and a central angle of 89° 19' 21" an arc distance of 38.97 feet to a point of cusp; thence, N. 2° 08' 10" W. parallel with and 40 feet west of the east boundary of Tract 10 a distance of 75.01 feet to a point of cusp; thence, southwesterly along a curve to the right having a radius of 25 feet and a central angle of 90° 40' 39" an arc distance of 39.57 feet to a point of tangency; thence, S. 88° 32' 29" W. 11.36 feet; thence, N. 76° 03' 51" W. 81.59 feet; thence, S. 88° 32' 29" W. 93.04 feet; thence, S. 76° 03' 51" W. 81.59 feet; thence, S. 88° 32' 29" W. 24.81 feet to a point of curvature; thence, northwesterly along a curve to the right having a radius of 25 feet and a central angle of 90° an arc distance of 39.27 feet to a point of tangency; thence, N. 1° 27' 31" W. 214.49 feet; thence, N. 13° 30' 25" W. 95.09 feet; thence, N. 1° 27' 31" W. 87.70 feet; thence, N. 11° 15' 40" W. 52.77 feet; thence, N. 1° 27' 31" W. 78.43 feet to a point of curvature; thence, northeasterly along a curve to the right having a radius of 25 feet and a central angle of 90° an arc distance of 39.27 feet to a point of tangency; thence, N. 88° 32' 29" E. 251.07 feet; thence,

S. $84^{\circ} 53' 31''$ E. 61.43 feet to a point of curvature; thence, southeasterly along a curve to the right having a radius of 25 feet and a central angle of $82^{\circ} 45' 21''$ an arc distance of 36.11 feet to a point of cusp; thence, N. $2^{\circ} 08' 10''$ W. parallel with and 40 feet west of the east boundary of Tract 10 a distance of 73.60 feet to the point of beginning.

Said lands situate, lying and being in Broward County, Florida.